



# WINDON

## COUNTRY HOMES

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FOO MAIL ROOM

October 4, 1996

Mr. William Caton  
Office of Secretary  
Federal Communications Commission  
1919 "M" Street, N.W.  
Washington DC 20544

DOCKET FILE COPY ORIGINAL

Re: IB Docket No. 95-59 and CS Docket No. 96-83

Dear Mr. Caton:

As the manager of a condominium Association in Pennsylvania, Windon Country Homes, I have been directed by the Executive Board to submit the Association's concerns about the pending ruling on the installation of satellite dishes and antennas on common property.

First of all, the Association supports the CAI's position on this concern, which is:

1. that it is a violation of private property rights for the government to give the right to make private use of common property to individuals, and Congress did not mandate such an action;
2. that to do so would also be a violation of constitutional rights and a "taking" without just compensation.

Some of the legal issues which Windon Country Homes is concerned about include:

1. Pennsylvania state law (Uniform Condominium Act, amended 1992), provides that the upkeep of the condominium, including the maintenance, repair and replacement, (#3307) is the responsibility of the Association. Permitting owners to make exterior changes to the buildings or common area may increase the Association's costs, and limit the Association's ability to control such costs.
2. In a condominium, the unit's boundaries include the **Unit side surface** of the unit.

3. The Association documents limit the owner's ability to change the appearance of the exterior of the property without the Association approval, such as installation of air-conditioners, exhaust fans, or any other item which protrudes through any window serving the Unit without the prior written approval of the Executive Board.
4. The Association documents restrict the Unit Owners from changing the appearances of the floor of the patio, deck or balcony or the railings or walls along the perimeter of any patio, deck or balcony, or affix or suspend any overhanging object to or from such walls, railing, or lower surface of any deck or balcony.
5. Owners who wish to make any alterations to their units must put their requests in writing to the Board, by completing an Exterior Alteration Form, and getting the approval of their neighbors within the line of sight. (A copy of the alteration request form is enclosed, as well as copies of the pages from the Association documents which detail the procedure for such application.
6. Owners who would have to place satellite dishes on the roofs, or walls high above the ground could be at risk of falling, putting the Association also at risk for liability. The Association would also be at risk for the damage which could be potentially caused by such installation.
7. Without the Association control and oversight over installation methods, placement and maintenance, wires dangling from a multitude of antennas would create an unsafe and unnecessary situation - unnecessary because associations could install a single dish and provide multi-hookups for all the viewers who want to receive the service.

**On the practical side of this issue:**

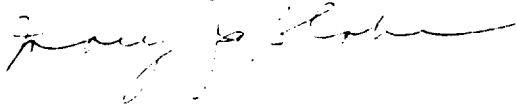
1. Problems can arise if the FCC would permit individual owners to install antennas on common property - i.e. insufficient roof area to accommodate all installations; and the Association's inability to assess who may have caused damage to the common area.
2. Any costs pertaining to repair or replacement of the common property due to the damage caused by satellite dishes or antennas would then be passed onto all unit owners, even those who choose not to install them.
3. Property values would be impacted as a result of a multitude of antennas growing out of every roof, window and building.
4. The community association would likely be affected, if discord and resentment develop between owners who use property they don't own and owners who do not

choose to do so.

The Association hopes that their concerns are taken into account before any further decision is made on this issue.

If you have any questions, I can be reached at 610-353-4470.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary Jo Blake", written in dark ink.

Mary Jo Blake, AMS, Community Manager  
MID-ATLANTIC MANAGEMENT CORPORATION  
For the Windon Country Homes Executive Board

/mjo

cc: FCC Commissioners  
Windon Country Homes Executive Board

in Exhibit "C" to this Amended and Restated Declaration. Any separation of Units carried out pursuant to this Section 8.1(g) must also be required to meet the requirements of Section 8.1(h), below.

(h) Any Unit Owner who wishes to alter his or her Unit or Units shall

(1) refrain from making any alteration that will (i) impair the structural integrity of the Building or any mechanical or electrical system in it; (ii) adversely affect either the fire-retardant or sound-absorbent quality of the Building; (iii) lessen the support of any portion of the Building; (iv) violate any applicable governmental law, ordinance, rule, regulation, or order; or (v) impair the structural integrity of the Building or any mechanical or electrical system in it;

(2) obtain the approval of the Executive Board (which shall issue approval or disapproval within the sixty (60) days of the Unit Owner's written request to alter the Unit) for any alteration to the Unit or Building prior to the commencement of such alteration;

(3) expeditiously complete all alterations (i) in accordance with the plans and specifications which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to commencement of such alterations, and (ii) without incurring any mechanics' or materialmen's liens;

(4) pay the full cost of performing all such Alterations;  
and,

(5) pay all cost and expenses incurred in connection with the

preparation, review, execution, and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such alterations, and such amendment shall be recorded by the Executive Board if it conforms to the requirements of the Act and if such amendment is unanimously approved in writing by the Owner(s) of all Units whose plans would be affected by the recordation of such amendment; provided that such amendment shall not require any additional authorization or approval, notwithstanding any other clause of this Amended and Restated Declaration.

(i) Nothing shall be done, or permitted to be done, which would jeopardize the soundness or safety of the Buildings or impair any interest or hereditament therein without the consent of all Unit Owners and all holders of Permitted Mortgages.

(j) Installation, removal, reconstruction, or repair of any electrical lighting, signal transmission, power circuit, electric outlet box, or terminal device included in such outlet box, or any item of heating, ventilating, or air-conditioning equipment, or any ventilation or exhaust duct or related equipment, which is located within an interior partition of a Unit or within the ceiling above the Unit, may be undertaken by the Unit Owner of such Unit only after written approval of his or her application therefor has been granted by the Executive Board. Such approval shall be granted only if the work is of similar or superior quality to the existing work and is

performed by qualified personnel. The cost of such installation, removal, reconstruction, or repair, whether undertaken by a Unit Owner or the Association (under procedures to be established by the Executive Board), shall be borne by the Unit Owner of the Unit benefited as a result.

(k) Domestic animal life (including by way of illustration and not limitation, dogs, cats, hamsters, birds, reptiles, amphibians, and fish) may be kept by a Unit Owner in his or her Unit as household pets without the written consent of the Executive Board, provided that such pets (i) are not kept for any commercial purposes; (ii) are kept in strict accordance with any Rules and Regulations and (iii) do not, in the sole and arbitrary judgment of the Executive Board, constitute a nuisance to others.

(l) Reasonable Rules and Regulations concerning the use and enjoyment of the Premises which comply with the provisions of this Amended and Restated Declaration may be promulgated from time to time by the Executive Board, subject to the right of 75% of the Unit Owners to change such Rules and Regulations. Copies of the existing Rules and Regulations and any amended version shall be furnished to all Unit Owners by the Association promptly after the adoption or amendment of such Rules and Regulations.

(m) A Unit Owner shall be responsible for maintaining his or her Unit at his or her own expense, in good order and repair, including, but not limited to, cleaning and replacing glass panes in any window or door serving such Unit.

(n) A Unit Owner shall be responsible, at his or her own expense, for the ordinary maintenance and cleanliness of any Limited Common Element serving such Unit.

(o) Unit Owners may not install window air-conditioners, exhaust fans, or any other item which protrudes through any window serving the Unit without the prior written approval of the Executive Board.

(p) No decoration or other surface finishing or covering of any portion of any Limited Common Elements may be performed without the prior written consent of the Executive Board.

(q) No water beds or other furniture filled with a liquid or semi-liquid solution shall be installed, placed or used in any Unit above ground level without the prior written consent of the Executive Board.

(r) Unit Owners may not change the appearances of the floor of any patio, deck, or balcony, or the railings or walls along the perimeter of any patio, deck, or balcony, or affix or suspend any overhanging object to or from such walls, railings, or lower surface of any deck, or balcony.

Section 8.2. Lease of Units. A Unit Owner may lease his Unit at any time and from time to time provided that:

(a) no Unit may be leased for an initial term of less than one hundred eighty (180) days, without a written lease, or any portion less than an entire Unit;

(b) a copy of such lease (other than leases entered into by the Declarant) shall be furnished to the Executive Board within ten (10) days after its execution; and



# WINDON

## COUNTRY HOMES

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October 4, 1996

Dear Windon Owner:

Enclosed please find a copy of the Exterior Change form which you will need to complete for the proposed change at your home.

If you have any questions, please call me at 353-4470.

Very truly yours,

Mary Jo Blake, Community Manager  
MID-ATLANTIC MANAGEMENT CORPORATION  
For the Windon Country Homes Executive Board

/mjo

Enclosure



**REQUEST FOR APPROVAL OF EXTERIOR ALTERATION**

TO: Windon Country Homes Condominium Association

Re: Unit address \_\_\_\_\_

FROM: \_\_\_\_\_ (owners)

DATE: \_\_\_\_\_

**I. Instructions:**

In Paragraph II below give a written description of the proposed improvement. Please provide as much information as possible so that the Board can make a decision. Attach a sketch or architectural plan as set forth in Paragraph III. This plan or sketch should show the location of any units that would be affected by the proposed Alteration. (In most cases this will be adjacent units). Obtain the signatures of the adjacent unit owners as set forth in Paragraph IV. Review carefully the conditions set forth in paragraph V and acknowledge your agreement to comply with these terms by signing at the place provided. (All unit owners must sign). Mail or deliver to the Association office at 90 S. Newtown Street Road - Suite 7, Newtown Square, PA 19073.

**II. Description of Change Desired:**

In the space below (continued on back if required) indicate: a) The addition or change requested b) The material to be used, the manufacturer and color, if applicable c) The name and address of the contractor who will do the work d) Any other information you feel will be helpful to the Board in making its decision.

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**III. Attach plans, drawings, specifications, photographs, sketches of the proposed alteration as applicable.**

IV. As adjacent property owners, I (we) have been advised of the proposed work. Unless I (we) advise the Board in writing within 10 days from our signature date of any objection to the proposed plan, the Board shall consider that we approve same.

Name _____	Name _____
Address _____	Address _____
_____	_____

Date: _____	Date: _____
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Name _____	Name _____
Address _____	Address _____
_____	_____

Date: _____	Date: _____
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V. If approved, conditions under which alterations are to be made:

1. It is understood that I (we) have knowledge of the Declaration of Restrictions, Covenants and Easements in regard to property changes and agree that if approved all work will be subject to the term and conditions set forth in the association documents.
2. I (we) understand and agree that no work on this request shall commence until written approval of the Board of Directors has been received by me (us).
3. All expenses related to the work, including damage to the Common Elements or to the other Units is my (our) responsibility and I (we) agree to save the Board harmless from any and all liability which may result from any approval.
4. The Board and/or its appropriate agents may make reasonable inspections as work progresses which is relative to this application and I (we) agree to permit them to do so.
5. Prior to the commencement of work, you will provide the Association with a Certificate of Insurance in an amount not less than \$500,000 covering the work, such shall name the Association as an additional insured and shall provide in addition to standard contractors liability coverage, workman's compensation coverage.
6. If any "Common Elements or Exterior Alteration Application" has been approved and the work is not done as described in the application, the Board has the authority to order the Unit Owner in writing to correct the work, or, if necessary, order the alteration removed and everything restored to its original status.

7. By signing this application, owner(s) agrees that any scheduled maintenance to the exterior change i.e.; painting, roof maintenance, general repairs, will be charged back to the owner(s).
8. If the work involves the planting of trees and shrubbery I (we) agree:
  - a. The trees and shrubbery become the property of Windon Country Homes and may not be moved or removed without the written approval of the Board.
  - b. The trees or shrubs may be moved to a different location at some time in the future to improve the overall appearance of the community by the Board.
9. I (we) understand and agree that the Association shall not be responsible for the future maintenance, repair, or replacement of the work, such shall be the sole responsibility of the then current owners of the Unit. The undersigned shall be responsible for advising future owners of this agreement.
10. I (we) understand and agree that all improvements must meet all governmental codes and laws. Owner shall prior to commencement of any work obtain all necessary Governmental approvals, including building permits, if required, and shall provide copies of all such approvals to the management office. All applications must, prior to submission to the governmental agency, be approved by the Board.
11. For purposes of the Association's insurance coverage, any addition or improvement which is valued at \$ 5,000.00 or more, must be indicated on the form. This information will then be forwarded to the Association's insurance company, to ensure that the addition or improvement is covered under the Association's master policy.

Signature(s) of Unit Owner(s):

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Windon Country Homes Condominium Association

Date \_\_\_\_\_

ARCHITECTURAL CHANGE REQUEST  
TRANSMITTAL DOCUMENT

Unit address \_\_\_\_\_

Owners name \_\_\_\_\_

Phone Numbers Day \_\_\_\_\_ Evening \_\_\_\_\_

To be completed by Mid-Atlantic - then to Property Committee

Enclosed is application dated \_\_\_\_\_

Adjacent owners notified? Yes \_\_\_\_\_ No \_\_\_\_\_

Application signed by all owners? Yes \_\_\_\_\_ No \_\_\_\_\_

Unit currently in good standing? Yes \_\_\_\_\_ No \_\_\_\_\_

Mid-Atlantic by \_\_\_\_\_ Date \_\_\_\_\_

Date sent to Property Committee \_\_\_\_\_

To be completed by Property Committee - then to Board

Date received \_\_\_\_\_ Date reviewed \_\_\_\_\_

Recommendations (note any added conditions)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Property Committee Chairman \_\_\_\_\_ Date \_\_\_\_\_

To be completed by Board - then to Mid-Atlantic

Date received \_\_\_\_\_ Date reviewed \_\_\_\_\_

Decision (note any added conditions)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
for the Board \_\_\_\_\_ Date \_\_\_\_\_  
Decision letter sent by Mid-Atlantic by \_\_\_\_\_ on \_\_\_\_\_